

**STATE OF SOUTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY  
HIGHWAY SAFETY GRANT APPLICATION**

**FOR OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS (OHSJP) USE ONLY**

Grant #

App #

Award Date:

Prior Grant #1

#2

#3

Requested Grantor Amount

State/Local Benefit

Fund Year:

**To Be Completed by Project Director**

**Section 1**

County Name:

Other county/counties this project will serve:

**Section 2**

Project Location:

**Section 3**

Program Area:

**Section 4**

Project Period:

Begin:

End:

**Section 5**

Grant Period:

Begin:

End:

**Section 6**

Project Title:

**Section 7**

Project Summary: This project will add two additional officers to our Traffic Enforcement Unit, with the purpose of reducing the number of Impaired Driving Serious Injury and Fatality Collisions within the Town of Bluffton.

**Section 8**

Type of Application

Initial

b. Year of Funds : 1

Do you plan to apply for additional years  
of funding after 1st year? Yes

**Section 9**

a. Organization Type : City

Other:(Specify)

b. U. S. Congressional District 02

**Section 10**

Agency DUNS number\*: 0474776740000  
(fedgov.dnb.com/webform)

\* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

Agency Name Bluffton Police Departm

Address 101 Progressive Street

City Bluffton

State South Carolina

(Please use the Name/Address  
above instead of this field)

Name and Address of Implementing  
Agency

10 Digit Zip 29910-5165

(Area) Phone #: 843-706-4550

(Area) Fax #: 843-757-2269

**COMPLETE PAGES 2-5 BEFORE COMPLETING THIS SECTION**

**Section 11**

**BUDGET**

Use whole dollars only (For example: \$1,500 not \$1,500.00)

**a. BUDGET CATEGORIES**

**GRANTOR**

**AGENCY MATCH**

**TOTAL**

A321 Personnel	\$121,563	\$0	\$121,563
A331 Contractual Services	\$0	\$0	\$0
A341 Travel	\$24,000	\$0	\$24,000
A351 Equipment	\$102,318	\$0	\$102,318
A371 Other	\$1,500	\$0	\$1,500
<b>TOTAL:</b>	<b>\$249,381</b>	<b>\$0</b>	<b>\$249,381</b>

**Section 12**

APPROPRIATION OF NON-GRANTOR  
MATCHING FUNDS

Other (Explain):

## CATEGORIES

CASH	GRANTOR	MATCHING	TOTAL
		FUNDS	

**1. PERSONNEL****A. SALARIES**

Position Title

	Annual Salary/Rate	X	% of Time On Project			
DUI Enforcement Officer	41000	100	\$41,000	\$0	\$41,000	
DUI Enforcement Officer	41000	100	\$41,000	\$0	\$41,000	
			<b>TOTAL SALARIES:</b>	<b>\$82,000</b>	<b>\$0</b>	<b>\$82,000</b>

**B. FRINGE BENEFITS, EMPLOYER PORTION:**

(Itemize - i.e FICA, Work, Comp, Retirement, etc.)

Description	% or Rate	X	Base			
Social Security & Medicare (FICA)	7.65%	82000	\$6,273	\$0	\$6,273	
Retirement	16.24%	82000	\$13,317	\$0	\$13,317	
Worker's Compensation Insurance	4.6%	82000	\$3,772	\$0	\$3,772	
Unemployment Insurance			\$0	\$0	\$0	
Health Insurance	675.04x12m	2	\$16,201	\$0	\$16,201	
Other:			\$0	\$0	\$0	
<b>TOTAL FRINGE BENEFITS</b>			<b>\$39,563</b>	<b>\$0</b>	<b>\$39,563</b>	
			<b>TOTAL PERSONNEL:</b>	<b>\$121,563</b>	<b>\$0</b>	<b>\$121,563</b>

**CONTRACTUAL SERVICES:**

(Describe services to be performed)

	\$0	\$0	\$0
<b>TOTAL CONTRACTUAL SERVICES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**TRAVEL:**

(Itemize--include mileage, airline cost, lodging, parking, per diem)

In-State Travel:

Enforcement Mileage (24,000mi x 2 x \$.50)	\$24,000	\$0	\$24,000
Out-of State Travel:			
	\$0	\$0	\$0
	<b>TOTAL TRAVEL:</b>	<b>\$24,000</b>	<b>\$0</b>
			<b>\$24,000</b>

USE WHOLE DOLLARS ONLY

## BUDGET DESCRIPTION

Page 3

## CATEGORIES

CASH	GRANTOR	MATCHING	TOTAL
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## IV. EQUIPMENT:

(Itemize - DO NOT Use Brand Names. DO NOT include leased or rented items.

ITEM	QUANTITY			
Lidar Unit	2	\$4,047	\$0	\$4,047
Laptop Computer and Power Supply	2	\$6,000	\$0	\$6,000
Mobile Radio	2	\$9,448	\$0	\$9,448
In-Car Radar	2	\$4,735	\$0	\$4,735
In-Car Video Camera	2	\$9,020	\$0	\$9,020
Police Vehicle Package	2	\$69,068	\$0	\$69,068
<b>TOTAL EQUIPMENT:</b>		<b>\$102,318</b>	<b>\$0</b>	<b>\$102,318</b>

## V. OTHER:

Office Supplies	\$1,500	\$0	\$1,500
<b>TOTAL OTHER:</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$1,500</b>
<b>TOTAL PROJECT COST:</b>	<b>\$249,381</b>	<b>\$0</b>	<b>\$249,381</b>

## BUDGET NARRATIVE

**BUDGET DESCRIPTION:** List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. **No dollar amounts should be provided.**

### Personnel

This figure represents the salaries and fringe benefits for two grant-funded officers attached to the Traffic Enforcement Unit for a period of one year. These officers will dedicate 100% of their time towards achieving the goals of the grant project.

### Travel

This figure represents the estimated mileage reimbursement for the grant-funded officers assigned to the Traffic Enforcement Unit. The mileage will be incurred during enforcement efforts related to the grant project, as well as for travel to approved trainings.

### Equipment

**Police Vehicle Package** - This figure represents the cost of two 2018 Ford Interceptor SUV's to be outfitted with the necessary equipment required for the grant-funded officers to perform all duties related to the grant project. Both vehicles will be outfitted according to Grant Guidelines, including the requisite Light Bar Package, Vehicle Passenger Safety Barriers, and SCLEN ("Target Zero" graphics).

**In-Car Video Camera** - This equipment will be used to document the activities of the grant-funded officers during vehicle stops. The video and audio recording equipment is critical in the apprehension and prosecution of impaired drivers during DUI enforcement.

**In-Car Radar Units** - This equipment will be used by grant-funded officers during speed enforcement actions during the grant period. In-car radar units are used to confirm vehicle speeds and assist in the prosecution of speed violation cases.

**Mobile Radio Units** - This equipment will be used by each of the grant-funded officers during their patrol duties. The mobile radio systems are essential for officer safety by providing communications between officers and dispatchers.

**Laptop Computers** - This equipment will be used by the grant-funded officers to communicate with Dispatch, check the status of vehicles' and drivers' licenses, write reports, and produce electronic citations.

**LIDAR** - This figure represents the cost of two state-approved LIDAR units for use by the grant-funded officers during speed enforcement activities. These units will be invaluable for use on our multi-lane roadways with high traffic volumes, where radar enforcement is impractical.

### Other

**Office Supplies** - This figure includes pens, notebooks, toner, and various office supplies generally required to complete paperwork during the course of traffic enforcement activities.

## BUDGET NARRATIVE (Continued)

**BUDGET DESCRIPTION:** List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. **No dollar amounts should be provided.**

## ACCEPTANCE OF AUDIT REQUIREMENTS

**PLEASE NOTE:** State agencies whose annual audit is covered by the State Auditor's Office **do not** have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s), **including the management letter, if applicable**, to:

Grants Administration Accountant  
S.C. Department of Public Safety  
10311 Wilson Blvd.  
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. \*Audit Period: Beginning **July 1, 2017**

Ending **June 30, 2018**

1. Audit or written certification will be submitted to the Office of Highway Safety and Justice Programs  
by: **September 30, 2018**

(Date)

**NOTE:** The audit or written certification must be submitted to the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period**.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, upon request.

**\*NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

**Failure to complete this form will result in your grant award being delayed and/or cancelled.**

## PROGRAM NARRATIVE

**PROBLEM STATEMENT:** First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data; cite the source and date of your information. Sufficient data should be provided to prove the problem is significant and should be addressed. Include a discussion and analysis of trends in traffic-related incidents, their scope and characteristics. Data should be presented covering the past three (3) years. Second, include a discussion of your existing efforts and level of activities (current resources and programs) in dealing with the problem and why new or additional intervention/activity is needed. Attach additional pages as needed.

The Town of Bluffton is located in the County of Beaufort, between Interstate 95 and Hilton Head Island. Historically, Bluffton was a small, 1-square mile town with very little crime and even fewer traffic complaints. However, several annexations resulted in an 882.7% increase in population between 2000 and 2010, making it the 5th largest municipality by land mass in South Carolina. Bluffton now incorporates two South Carolina State highways and one United States Highway: SC-46/May River Road, SC-170/Otakie Highway, and US Route 278/Fording Island Road. Data from the 2010 Census reported a population in Bluffton of 12,530 people. Anticipated growth acknowledged by the Town of Bluffton's Comprehensive Plan shows a projected 2020 population of 22,422 and a Final Build Out population of 70,000 residents.

Additionally, the Town of Bluffton is regarded as the "Gateway to Hilton Head Island" since all routes to the Island lead through Bluffton. Hilton Head Island has also experienced a 34.1% increase in population between 2000 and 2010, according to the United States Census Bureau. While Hilton Head Island has only 39,000 permanent residents, they receive over 2.5 million visitors per year, plus 100,000 spectators for the annual RBC Heritage golf tournament in April. The vast majority of these residents travel by car, meaning they travel along Bluffton's roadways.

Bluffton is home to approximately 334 establishments that serve alcohol, including restaurants and bars. Bluffton is also surrounded by Hilton Head Island, a resort and tourist destination with an abundance of alcohol. Savannah, Georgia is only fifteen minutes south of Bluffton and is a hot spot for night life for both local residents and tourists alike. To the north of Bluffton is the City of Beaufort, also known for their vibrant night life. These surroundings lead to a high prevalence for impaired driving, where it seems to have become the norm for individuals to drive after imbibing. Therefore, Bluffton has seen a large number of impaired driving-related collisions and impaired driving arrests. Since 2014, the Bluffton Police Department has seen a 129% increase in DUI arrests. Also since 2014, there have been 69 impaired driving-related collisions, resulting in eleven individuals being seriously injured or killed. Beaufort County itself ranks 17th in the state with 85 motorists that have been seriously injured or killed due to impaired driving since 2011. Already in 2017, the Town of Bluffton has had three impaired driving fatalities, and one serious injury. The Bluffton Police department has arrested 60 impaired drivers so far in 2017.

The Bluffton Police Department currently employs 50 sworn police officers. With only 50 officers to cover the 54 square miles of Bluffton, including 309 miles of highways, it has become very difficult to focus on impaired driving enforcement. In 2014, the Bluffton Police Department received funding for two traffic-focused officers, however their focus has been on the broader issues of traffic enforcement, including speeding and other widely observed violations. Since the allocation of just those two officers, we have already observed an 87% increase in DUI arrests and believe that this is only a snapshot into the true problem on Bluffton's roadways. The Bluffton Police Department has also attempted to reduce impaired driving collisions by training five officers in Advanced Road Side Impaired Driving Enforcement (ARIDE). Bluffton also has one certified Drug Recognition Expert.

Although the Bluffton Police Department has shown a drastic increase in Impaired Driving Enforcement, our citizens still continue to be seriously injured or killed due to Impaired Driving. With this grant award, the Bluffton Police Department will dedicate two officers towards the goal of addressing the specific issue of Impaired Driving. We anticipate that the number of impaired driving arrests will continue to drastically increase if this grant is awarded. The issue of impaired driving will be addressed through vigorous enforcement efforts, public education, and participation in the local Law Enforcement Network. .

## PROGRAM NARRATIVE

**PROGRAM GOAL(S):** Describe the broad, long-term goals of the program and indicate the change(s) or outcome(s) anticipated.

1. To decrease the total number of impaired driving collisions in the Town of Bluffton by 50% from 16 to 8 by the end of the Grant Cycle.
2. To decrease the total number of impaired driving fatalities and serious injuries by 100% from 1 to 0.

**IMPACT INDICATOR(S):** State how accomplishments of the program goal(s) listed above will be measured.

1. Statistics will be obtained from the South Carolina Department of Public Safety to verify that the total number of impaired driving collisions in the Town of Bluffton is decreasing by the end of the grant period.
2. Statistics will be obtained from the South Carolina Department of Public Safety to verify that the number of impaired driving fatalities and serious injuries has decreased by the end of the grant period.

## PROGRAM NARRATIVE

**SPECIFIC OBJECTIVE(S):** Objectives are quantifiable statements of the activities/tasks that will be implemented to fulfill project goals. They must be stated in measurable terms for specific time periods.

1. To hire two grant-funded officers and purchase all needed equipment within 90 days of the grant award.
2. To conduct a minimum of one public safety checkpoint per month by September 30, 2018.
3. To have an appropriate increase in DUI arrests by September 30, 2018.
4. To have an appropriate, corresponding increase in speeding citations by September 30, 2018.
5. To have an appropriate, corresponding increase in traffic violation citations for failure to yield right-of-way, following too closely, disregarding a signal/sign, improper turn and improper lane change and other violations by September 30, 2018 as a result of enforcement activities to detect impaired drivers.
6. To conduct a minimum of one impaired driving presentation a month for area schools, businesses, military installations, churches, and civic groups with an emphasis on the dangers of DUI and the duties of the Traffic Enforcement Unit / DUI Enforcement Officers, by September 30, 2018.
7. To issue monthly press releases to the local media outlets detailing the activities of the DUI Enforcement Officers.
8. To plan and conduct special enforcement and education activities in support of national and statewide highway safety initiatives, to include Sober or Slammer, Buckle Up South Carolina, and National Child Passenger Safety Week.
9. To have each grant-funded officer maintain a daily log of contacts made in the course of patrolling, to include written warnings and written citations.
10. To participate actively in the local Law Enforcement Network
11. To participate in all aspects (enforcement, education, and media) of the Sober or Slammer sustained DUI enforcement campaign to include at least one specialized DUI enforcement activity (checkpoints and saturation patrols) per month and four nights of specialized DUI enforcement activity during the Christmas/New Years and Labor Day enforcement crack downs.
12. To submit a Monthly Enforcement Data Report Form by the 10th of the month for the previous month.
13. To meet with local judges and magistrates to inform them of the grant activities by the end of the first quarter of the grant period.
14. To certify two grant-funded officers in Advanced Roadside Impaired Driving Enforcement within 90 days of the grant award.
15. The two grant-funded officers will attend the Prosecuting the Impaired Driver training course provided by SCSA within 90 days of the grant award.
16. The Bluffton Police Department will report monthly data to the SCDPS required by law which is collected from non-arrest and non-citation traffic stops.

**PERFORMANCE INDICATOR(S):** State exactly how each objective will be measured. Performance indicators must be matched to each specific program objective listed above.

1. The Bluffton Police Department will post the vacancy for the position and follow all hiring guidelines and will purchase all equipment within 90 days of the grant award. Records will be maintained in the grant file and fiscal accounting system.
2. The traffic team shall conduct a minimum of one public safety checkpoint per month by September 30, 2018 and maintain statistics of the teams performance.

3. The traffic team shall maintain statistics on DUI arrest over the course of the grant period.
4. The traffic team shall maintain statistics on speeding citations over the course of the grant period
5. To maintain statistics on , failure to yield right-of-way, following too closely, disregarding a signal/sign, improper turn and improper lane change.
6. The traffic team shall conduct 12 impaired driving presentations to area schools, business's, churches, and civic groups by September 30, 2018. The results of each meeting shall be maintained in the grant.
7. The agency shall issue monthly press releases to the local media outlets detailing the activities of the Traffic Unit (DUI Enforcement Officers). Copies of the press releases shall be maintained in the grant file.
8. The traffic team supervisor shall plan and conduct special enforcement and education activities in support of national and statewide highway safety initiatives, to include Buckle Up South Carolina, National Child Passenger Safety Week, and Sober or Slammer. Results of each special enforcement effort shall be documented and statistics shall be maintained in the grant file.
9. Each grant-funded officer shall maintain a daily log of contacts made in the course of patrolling, to include verbal warnings and written citations.
10. Attend monthly Law Enforcement Network meetings and participate in activities to include trainings.
11. Statistics will be maintained on Sober or Slammer, monthly DUI enforcement and holiday DUI enforcement.
12. Copies of monthly enforcement data report forms will be maintained in the grant file.
13. A meeting with the judges and magistrates will be held prior to the end of the second quarter of the grant period.

14 The two grant-funded officers will attend Advanced Roadside Impaired Driving Enforcement offered by the South Carolina Criminal Justice Academy within 90 days of the grant award. Training records and certifications will be maintained by the Bluffton Police Department's Support Division.

15 The two grant-funded officers will attend the Prosecuting the Impaired Driver training course provided by SCSA within 90 days of the grant award.

16. The OHSJP will review the SCDPS bias-based database to determine if the agency is reporting data on non-arrest and non-citation traffic stops relative to gender, race and age of individuals stopped.

## PROGRAM NARRATIVE

**PROJECT NARRATIVE:** Provide a comprehensive step-by-step description of the project, indicating the tasks and activities to be employed to address the problem outlined on Page 7. Detail **what** will be accomplished, **how** activities will be implemented, and **who** will perform the tasks. Each specific objective should be addressed, including an explanation of how it will be achieved. Use additional pages as necessary.

The following Implementation identifies the tasks the Bluffton Police Department will undertake in order to create two DUI Enforcement Officer positions within the Traffic Enforcement Unit.

### Selection and Training of DUI Enforcement Officers

The Chief of Police and the Training Unit will post the position for two (2) new DUI Enforcement officers to be assigned to the Traffic Enforcement Unit. Each applicant's law enforcement records will be analyzed in order to select the most qualified officers for the positions. The two selected officers will then attend the necessary training to become certified in Advanced Roadside Impaired Driving Enforcement and Child Passenger Safety Technicians. This task will be completed within Quarter One of the grant period.

### Acquiring Equipment

The Department Quartermaster will research and acquire the grant-funded vehicles and ensure that they are appropriately outfitted to perform the functions of the grant project. He will also acquire the LIDAR units in accordance with the Buy America Act. This task will be completed within Quarter One of the grant period.

### Traffic Enforcement

The DUI Enforcement Officer's sole goal during the grant period is to reduce traffic collisions related to impaired driving within the Town of Bluffton. This goal will be accomplished primarily through saturated enforcement patrols based upon the statistical identification of high collision areas, high DUI arrest areas, and locations of high traffic volume. Officers will work only between the hours of 3pm and 6am and weekends. DUI Enforcement Officer's activities will also include public safety checkpoints. This task will be completed throughout the grant period.

### Special Enforcement Activities

The Traffic Enforcement Unit will partner with local and state agencies, as well as the LEN, to conduct additional special enforcement activities. These activities include active participation in the LEN, with the implementation of county-wide traffic safety checkpoints and saturation efforts, and participation in the special enforcement initiatives conducted by the OHSJP.

The Traffic Enforcement Unit will actively participate the 3D Prevention Month in December 2018, National Child Passenger Safety Week in September 2018, Buckle Up South Carolina, School Zone Safety Week, and other traffic-related campaigns throughout the grant period. Participation in these programs will include targeted enforcement efforts related to the campaigns, and will also incorporate educational and media components.

Special enforcement efforts will also be conducted based upon local events and statistics. Saturation patrols will be used on and around holidays, particularly Thanksgiving, Christmas, New Years, 4th of July, and Labor Day. Local events, such as the RBC Heritage golf tournament in April, and fairs throughout the year, will also warrant increased attention. Statistical evidence of collisions will also highly affect the Unit's patrol schedules, to include nighttime and weekend enforcement. Many of these special enforcement efforts will be focused on impaired driving enforcement.

These activities will be completed throughout the grant period.

### Educational Outreach

The DUI Enforcement Officers will educate the public through impaired driving presentations at local schools, businesses, churches, and civic groups. A synopsis of the impaired problem will be provided, followed by countermeasures to combat the epidemic. These presentations will be tailored to fit each audience, and will include the dangers of impaired driving and the possible consequences.

### Public Education through Media

Upon receiving the grant award, the Bluffton Police Department will issue a media release detailing the acceptance and the forthcoming DUI Enforcement Officers. Once enforcement activities begin, a monthly press release will be detail the activities and progress of the Unit. In addition, special enforcement operations, including OHSJP media initiatives, will be announced prior to their beginning, and the results of these efforts will be released to the media. As part of a larger media campaign by the Bluffton Police Department, highlights of the DUI Enforcement Officers activities and public education opportunities will be shared by either media release, or as a notification on social

media. With over 10,600 followers on Facebook, this has proven to be a great resource for the Bluffton Police Department to share news and information with the community.  
This activity will be completed throughout the grant period.

#### Reporting Activity

Extensive statistics will be compiled and maintained by the Traffic Enforcement Unit. Daily logs will be completed by each grant-funded officer and will be maintained in the Unit's files. This information will also be used to submit media releases. A Monthly Enforcement Data Report Form will be submitted to OHSJP, detailing the grant-funded activities. The Program Director will submit Requests for Payment, Quarterly Progress reports, and a Final Narrative Report according to Funding Guidelines. In addition, the Bluffton Police Department will continue to report the monthly data required from non-arrest and non-citation traffic stops, including gender, race, and age of driver's stopped.

This activity will be completed throughout the grant period.

## PROGRAM NARRATIVE

**PROJECT EVALUATION:** The purpose of evaluating a project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. In this section, describe the plan or process for assessing the impact on the highway safety problem(s) in your jurisdiction. The completed evaluation report should be included in the Final Narrative Report submitted for the project.

The grant project will be evaluated based on statistics collected during the grant period and then be compared to pre-grant award statistical data. Throughout the grant period, the Program Director will conduct regular evaluations of the project and identify any shortcomings. The Program Director will then meet with the grant-funded officers to share these shortcomings and develop strategies to ensure the goals are met. At the end of the grant period, the statistics compiled throughout the grant period will be held against the Program Goals that we have outlined to determine if our goals and objectives were met. The resulting analysis will then be shared in the Final Narrative Report submitted to OHSJP.

**PROJECT CONTINUATION:** Explain how the project activity will be continued after federal funding assistance is no longer available.

The Bluffton Police Department has identified a problem involving traffic collisions and traffic fatalities within the Town of Bluffton, and extending into the Greater Bluffton area. We firmly believe that targeted traffic enforcement, along with a strong educational and media campaign, is essential in tackling this issue. While data is collected for media releases and Monthly Enforcement Data Reports, this information will also be shared with our Town Council and the Beaufort County Sheriff's Office, highlighting the benefits of the Traffic Enforcement Unit and promoting its success over the well-recognized traffic situation. Using the progress of this project, the Bluffton Police Department will appeal to our governing bodies for future funding to continue the work of the Traffic Enforcement Unit.

## PROGRAM NARRATIVE

**MEDIA PLAN:** Discuss your plans for announcing the award of this grant to your community through media outlets available to you. Also, please discuss how you plan to keep the public informed of grant activities throughout the entire project period. Use additional pages as needed.

Upon notification of the grant award, the Bluffton Police Department will send out a media release announcing our acceptance of the DPS Highway Safety Award and the addition of two DUI Enforcement Officers to our Traffic Enforcement Unit. An overview of the activities and goals of the Unit will be shared. Throughout the grant period, press releases will also go out to our media partners detailing the progress of the Unit, as well as any special enforcement activities that we will be participating in. The Bluffton Police Department has established relationships with multiple media outlets in the area, and these relationships will be essential in communicating the project's progress as well as public education information.

**TOTAL PROJECT AREA POPULATION:** Provide the most current population figures for the area served by this project. The population of the project area may be larger than the population of the recipient unit of government (e.g., the project is a multi-jurisdictional effort) or smaller (e.g., the project targets a specific segment of the jurisdiction). Cite the source of information presented.

Total Population for county(ies):

Or City/Town:

Site source of information

**AGENCY INFORMATION: (For Law Enforcement Agencies ONLY)** Provide agency staff information, as well as the current level of enforcement activity for the entire department for the three previous calendar years.

Number of sworn officers in agency

Number of non-sworn staff in agency

Total number of personnel in agency

### NUMBER BY CALENDAR YEAR

ACTIVITY	CY: 2014	CY: 2015	CY: 2016
DUI Arrests	67	82	146
Speeding (All cases)	1266	2601	3606
Safety Belt Violations	134	123	242
Child Restraint Violations	9	6	31
All Other Traffic Violations	5776	4859	4559
Traffic Crashes Investigated	634	592	698
Check Points Conducted	1	1	10



## GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

- 1. Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
- 2. Applicable Federal Regulations:** The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 49 CFR applicable to grants and cooperative agreements including Part 18 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 3. Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
- 4. Audit Requirements:** The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the Office of Highway Safety and Justice Programs (OHSJP) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the applicable OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not received the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. The OHSJP will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.
- 5. Non-Discrimination:** The subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the OHSJP.

- 6. Conflict Of Interest:** Personnel and other officials connected with this grant shall adhere to the requirements given below:

- a. **Advice:** No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

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**Appearance:** In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels; or
- 5) Affecting adversely the confidence of the public in the integrity of the government or the program.

**7. Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

**8. Non-Supplanting Agreement:** The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be supplanting and is not allowable.

**9. Project Implementation:** The subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

**10. Written Approval of Changes:** Any changes to the subgrant, which are mutually agreed upon, must be approved, in writing, by the Office of Highway Safety and Justice Programs (OHSJP) prior to implementation or obligation and shall be incorporated in written amendments to the grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application. Request for grant revisions transferring funds from one budget line item to another should be submitted as soon as it becomes apparent that there is a need for a change; however, budget revision requests will not be accepted after June 30 of the funding cycle.

**11. Contract Approval Requirements:** The Subgrantee must receive approval of all contract agreements for services and products from the OHSJP prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the OHSJP prior to payment or within 30 days of signature, whichever comes first.

In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

**12. Individual Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the

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maximum of \$450.00 per day.

**13. Dual Employment Compensation:** Dual employment compensation must be approved by the Office of Highway Safety and Justice Programs (OHSJP) prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the OHSJP.

**14. Sole Source Procurement:** Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the OHSJP.

**15. Bidding Requirements:** The subgrantee must comply with proper competitive bidding procedures as required by 49 CFR Part 18 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable.

On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the OHSJP for review and approval, but adequate documentation must be maintained in the subgrantee's files. For items costing \$2,500.01 to \$4,999.99, this documentation must include written quotes. For items \$2,500 or less, written documentation of verbal quotes is acceptable, or written verification that the bid price secured is fair and reasonable.

On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to the OHSJP for review and approval prior to acceptance of any quote/bid. Provide the following information:

- a. A copy of all bids submitted.
- c. The bid selected.
- b. The criteria used for selection.
- d. If other than low bid selected, provide justification.

This includes state agencies. Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract are not required to be submitted to the OHSJP for approval. Include the state contract number and the contract ending date on the invoice when it is submitted with the Request for Payment.

Prior Approval of Bid Specifications/Requests for Proposals:

On any items, including those bid in the aggregate, whose total is \$5,000 or more, a copy of the proposed bid specifications or the Request for Proposals (RFP) must be submitted to the OHSJP for review and approval prior to issuance.

**16. Personnel and Travel Costs:** Travel costs for lodging must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at [www.gsa.gov](http://www.gsa.gov). Attendees will only be reimbursed up to the maximum allowable rate for lodging, excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes, which provides mileage rates, must be submitted with the application. Meals will be covered at the state rate of \$25 per day for in-state travel and \$32 per day for out-of-state travel.

**17. Cost Assumption:** The applicant agrees to the assumption of the cost of the project after the federal funding period has expired.

**18. Obligation of Grant Funds:** Grant funds may not, without advance written approval by the OHSJP be obligated prior to the effective date of award or approved revision or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

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**19. Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

**20. Recording and Documentation of Receipts and Expenditures:** Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

**21. Financial Responsibility:** The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- c. The accounting system should provide accurate and current financial reporting information.
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

**22. Reports:** The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the Office of Highway Safety and Justice Programs (OHSJP) may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. The subgrantee shall provide a final narrative report on project performance within 30 days after the close of the grant period.

**23. Program Income:** All program income generated by this grant during the project must be reported to the OHSJP quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the OHSJP.

**24. Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim or audit is resolved.

**25. Property Control:** Effective control and accountability must be maintained for all personal property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

- a. Title: Subject to the obligations and conditions set forth in 49 CFR Part 18 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

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b. **Property Control Record Form:** At the time the final request for payment is submitted, the subgrantee must file with the OHSJP a copy of the Property Control Record Form (provided by the OHSJP) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the OHSJP and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. **Use and Disposition:** Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the OHSJP prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the OHSJP immediately.

26. **Performance:** This grant may be terminated or fund payments discontinued by the OHSJP where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the OHSJP. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the OHSJP, the subgrantee shall reimburse the OHSJP the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the OHSJP for payments made.

27. **Deobligation of Grant Funds:** All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the Office of Highway Safety and Justice Programs (OHSJP).

28. **Out-of-State Travel:** The subgrantee must receive prior approval from the OHSJP on all out-of-state travel not specified in the approved grant application.

29. **Copyright:** Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or Office of Highway Safety and Justice Programs (OHSJP) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or OHSJP purposes:

a. the copyright in any work developed under this grant or through a contract under this grant; and,

b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the OHSJP's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. **Cash Depositories:** Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

31. **Produced Materials:** Materials produced as part of the grant shall indicate that the project is sponsored by the Office of Highway Safety and Justice Programs of the South Carolina Department of Public Safety. All public awareness/education materials developed as a part of a highway safety grant are to be submitted in draft to the OHSJP for written approval prior to final production and/or distribution. Prior to submission of the final request for payment, the subgrantee shall submit to the OHSJP two copies of all materials produced as part of the grant.

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**32. MBE Obligation:** It is the policy of the U.S. Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement. The subgrantee agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have maximum opportunity to participate in the performance of contracts/subcontracts financed in whole or in part with federal funds provided under this grant. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DPT-assisted contracts.

**33. Confidential Information:** Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the Office of Highway Safety and Justice Programs (OHSJP) requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the OHSJP.

**34. Political Activity (Hatch Act):** The subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**35. Debarment Certification:** The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

- a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is a cumulative amount from all federal funding sources).
- b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

**36. Drug-Free Workplace Certification:** This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, require certification by state agency subgrantees that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act requires certification by all subgrantees receiving \$50,000 or more. The certification is a material representation of fact upon which reliance will be placed when the OHS determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

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**37. Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services for the Project unless the subgrantee:

- a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and,
- b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services that has an aggregate value of \$500,000 or more.

**38. Closed Captioning of Public Service Announcements:** Any television public announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

**39. Equipment Use:** Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.

**40. Observance of National Safety Weeks:** All subgrantees shall assist the Office of Highway Safety and Justice Programs (OHSJP) in promoting the observance of National Child Passenger Safety Week (September); Buckle Up America Week (May); and Drunk and Drugged Awareness Month (December) as requested.

**41. Personnel:** All personnel funded under this grant must be identified by name and date of hire. Any changes in grant personnel, reassignments or terminations must be reported by the subgrantee agency in writing. Costs for personnel can only be reimbursed for the time spent directly on the implementation of the project (if benefits are included, this encompasses accrued annual and sick leave).

**42. Specialized Equipment/Occupant Protection Device Purchases:** The purchase of police traffic radar and speed measuring devices negotiated must provide for a certification by the manufacturer that the device will meet recommended U.S. DOT standards. The contractor must also agree to assume any costs required to bring each device in compliance with the recommended standards.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 213. Bicycle helmets purchased with Highway Safety grant funds must meet ANSI standards or those of the Snell Memorial Foundation.

**43. Purchasing Deadlines Required to Meet Federal Fiscal Year Close-Out:** Purchases in excess of \$5,000 in the unit or aggregate and requiring approval of specifications/bid awards must be submitted through standard approval process prior to August 1 each year.

All grant-funded purchases must be requested, purchased, invoiced, and delivered prior to September 30. As such, any purchases made under this grant must be documented with purchase requisitions/purchase orders dated on or before September 30.

**44. Use of Grant-Funded Traffic Officers:** The purpose of funding traffic safety units is to increase the level of traffic enforcement in a community. Subgrantees funded for traffic safety enforcement units must ensure that the level of enforcement for traffic-related offenses is increased above and beyond enforcement levels experienced prior to the establishment of the grant-funded unit. In other words, the grant-funded traffic

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officers are not to replace existing personnel who are performing traffic enforcement duties. Existing personnel should continue traffic enforcement efforts. Progress reports must reflect the activity level of existing personnel separate from grant-funded personnel. Grant-funded traffic officers are not permitted to provide any type of escort services (funeral processions, parades, etc.) since their primary responsibility is traffic law enforcement and traffic safety education. They may only perform those tasks specified in the approved grant agreement.

**45. Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the OHSJP Guidelines or "Special Conditions" placed on the grant award.

**46. Compliance Agreement:** The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the OHSJP. Failure to comply could result in a "Stop Payment" being placed on the grant and/or repayment by the subgrantee of costs deemed unallowable.

**47. Suspension or Termination of Funding:** The OHSJP may suspend, in whole or in part, and/or terminate funding or impose another sanction on a subgrantee for any of the following reasons:

- a. Failure to adhere to the requirements, standard conditions or special conditions.
- b. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- c. Failure to submit reports.
- d. Filing a false certification in this application or other report or document.
- e. Other good cause shown.

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### BUY AMERICA ACT

The subgrantee will comply with the provisions of the Buy America Act (23 U.S.C. §313), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

### CERTIFICATION REGARDING FEDERAL LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

#### Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;7
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such

prospective participant shall attach an explanation to this proposal.

**A DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.**

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;

## GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

- b. The grantee's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs, and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will –

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the Office of Highway Safety. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

### B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE.

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the Office of Highway Safety and Justice Programs.

## GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. M4HVE-2018-HS-52-18

### CERTIFICATION BY PROJECT DIRECTOR \*

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name:  

Prefix: Lieutenant

First Name: Christian

Middle Name:  

Last Name: Gonzales

Suffix:  

Title: Support Lieutenant

Agency: Bluffton Police Department

Mailing Address 101 Progressive Street

City: Bluffton

State: South Carolina

10 Digit Zip: 29910

Phone Number: 843-706-4550

Fax Number: 843-757-2269

E-Mail Address: cgonzales@townofbluffton.com

Signature: C. Gonzales

Bonded: No

I certify that the Authorized Official and Chief Financial Officer are aware and in agreement with the grant as set forth above.

### CERTIFICATION BY FINANCIAL OFFICER \*

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this grant application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name:  

Prefix: Ms.

First Name: Trisha

Middle Name:  

Last Name: Greathouse

Suffix:

Title: Director of Finance

Agency: Town of Bluffton

Mailing Address: 20 Bridge Street

City: Bluffton

State: South Carolina

10 Digit Zip: 29910

Phone Number: 843-706-4550

Fax Number: 843-757-3931

E-Mail Address: tgreathouse@townofbluffton.com

Signature: Trisha Greathouse

Bonded: No

## GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. **M4HVE-2018-HS-52-18**

### CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN \*

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

(Please use the distinct name fields below) Name:

Prefix:  Chief

First Name:  Joseph

Middle Name:

Last Name:  Manning

Suffix:

Title:  Chief of Police

Agency:  Bluffton Police Department

Mailing Address:  101 Progressive Street

City:  Bluffton

State:  South Carolina

10 Digit Zip:  29910

Phone Number:  843-706-4550

Fax Number:  843-757-2269

E-Mail Address:  jmanning@townofbluffton.com

Signature:  Chief Joseph Manning

Bonded: **No**

**\* NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.**

## REQUEST FOR GRANT REVISION

Grant Number:

Date:

Revision #:

SUBGRANTEE :

GRANT TITLE :

**Type of Request:**

Programmatic Revision  
 Budget Revision:

Use whole dollars only (For example: \$1,500 not \$1,500.00)

Specific Area(s) to be revised	Current Approved Federal Amount	Requested Federal Amount	Difference (+)	(-)
Personnel	\$0	\$0	\$0	
Contractual Services	\$0	\$0	\$0	
Travel	\$0	\$0	\$0	
Equipment	\$0	\$0	\$0	
Other	\$0	\$0	\$0	

**JUSTIFICATION FOR THE REQUESTED REVISION:**

(List and attach revised application pages as appropriate)

**PAGE NUMBER(S) OF REVISED GRANT PAGES:**

REVISION REQUESTED BY:

Project Director Signature

Date

**FOR OHS USE ONLY:**

Program Manager:

Date

Initial

Senior Accountant:

Date

Initial

Grants Administration Manager:

Date

Initial

Assistant Director:

Date

Initial

Director

Date

Initial

SC Department of Public Safety: Office of Highway Safety